

**North America Emission Control Area Fuel Oil Non-Availability Report**

Date of Issue 05-Mar-13

Field No	Field Name	
1	Report Form ID	ECA0100
2	Ship Operator Name	MUR SHIPPING BV
3	Vessel Name	MV Aviona
4	Flag Country	Liberia
5	IMO ID Number	9592745
6	Date of ECA First Notice	14-Jan-13
7	Location of ECA First Notice	Saldanha Bay
8	Name of Ports after First Notice	Richards Bay; Durban; Saldanha Bay; New Orleans; Mobile; Tampa
9	Name of Last Port before ECA Entry	Saldanha Bay
10	Name of Port with Fuel Oil Supply Disruption	NA
11	Name of Original Fuel Supplier with Disruption	NA
12	Number of Fuel Suppliers Contacted	NA
13	Date of Entry in the ECA	08-Mar-13
14	Time of Entry in the ECA	20H00
15	Sulfur Content of Non-Compliant Fuel Oil	2.89%
16	Projected Hours on Main Propulsion	48 hours
17	Name of First POC	New Orleans
18	Compliance Fuel Oil Available at First POC?	Yes
19	Plan to Bunker Compliant Fuel Oil at First POC?	Yes
20	Number of fuel suppliers contacted at First POC	1 Bominflot Bunker Oil Corporation
21	Name of Second POC	Mobile
22	Compliant Fuel Oil at Second POC?	YES
23	Plan to Bunker Compliance Fuel Oil at Second POC?	No
24	Number of Fuel Suppliers Contacted at the Second POC?	NA
25	Date of Exit from ECA?	23-Mar-13
26	Time of Exit from ECA?	13h00
27	Has this vessel operated in the ECA in previous 12 months?	Not with this Operator
28	Number of Separate Visits to the ECA	NA
29	Number of Ports visited in the ECA	NA
30	Previously submitted ECA0100 forms?	No
31	Number of Submitted Reports	NA
32	Designated Corporate Official Name	MS Joan Murphy
33	Designated Corporate Official E-mail	ops.za@murship.com
34	Designated Corporate Official Phone Number	+27 10 00 33 38 2
35	Description of Actions to Achieve Compliance	Stem for ECA Compliant fuels is being placed at New Orleans, to be supplied at port limits



### **Additional Requested Documents**

- 1) Completed ECA 100 FONAR form
- 2) Vessel Voyage Plan (Itinerary)
- 3) Fuel Suppliers referenced:
  - a. Bunker Delivery Report
  - b. Last Suppliers contact details
  - c. Bunker Supplier in US Gulf
  - d. Bunker Stem US Gulf
- 4) Operator's Declaration

MUR Shipping B.V.  
Suite 226, Building 4, Gold & Diamond Park, Dubai | PO Box 262206, Jebel Ali, United Arab Emirates  
T +971 4 341 5701 F +971 4 341 5904 E ops.ae @ murship.com | chart.ae @ murship.com  
Dubai Branch No. 80045

**[www.murship.com](http://www.murship.com)**

**Aviona (FBV14758)**

<u>Port name</u>	<u>Arrival date</u>	<u>Arrival time</u>	<u>Departure date</u>	<u>Departure time</u>
RICHARDS BAY	15/01/13	15:20:00	15/01/13	15:20:00
RICHARDS BAY	15/01/13	15:20:00	05/02/13	11:15:00
DURBAN	05/02/13	16:00:00	06/02/13	04:00:00
SALDANHA BAY	08/02/13	21:30:00	14/02/13	15:20:00
NEW ORLEANS	10/03/13	21:45:00	14/03/13	09:45:00
MOBILE	15/03/13	05:15:00	18/03/13	17:15:00
TAMPA	20/03/13	01:10:00	22/03/13	13:10:00

THIS INFORMATION IS GIVEN IN GOOD FAITH, ALL GOING WELL, WITHOUT GUARANTEE. WEATHER PERMITTING & UNFORESEEN CIRCUMSTANCES EXCEPTED



Shell S.A Refining Pty Ltd  
P.O. Box 2231  
Cape Town, 8000  
Tel: +27 21 408 4911

# Richards Bay Bunker Delivery Report

BARGE OPS NO: SB 1938		JBS OPS NO:	
DELIVERING COMPANY: SHELL'S A REFINING PTY LTD		BUNKER DELIVERY RECEIPT	
DEL. DATE: 03/02/2013		RECEIPT NO: HSB 1988	
SUPPLYING INSTALLATION: SMIT BONGANI		DELIVERY PORT: RICHARDS BAY	
BIRTH: 707		ORDER NUMBER: IT4B Z50001803672	
VESSEL NAME: AVIONA		IMO NO: 9592745	
NATIONALITY: LIBERIA		METHOD OF DELIVERY: BARGE	
VESSEL FLAG: VESSEL TRADE: FOREIGN		AIR	
METRIC LITRES		SAMPLE NUMBERS	
VISCOSITY @ 50 °C IN CST: 157.6		BARGE	
SULPHUR TEMP: 33.5 °C		SHIP	
DENSITY @ 15 °C: 0.9878		3026	
FLASH POINT @ 20 °C: 69		3027	
SULPHUR %: 2.89		3028	
RMG180: 1436		3029	
		3030	

## GENERAL REMARKS:

NOTE: VOLUME CONVERTED TO METRIC TONS AT STANDARD TEMPERATURE OF 20°C AS PER THE TRADE METROLOGY ACT 77 OF 1973 AND ITS REGULATIONS.  
ALL SHORE / BARGE DELIVERY METERS ARE TEMPERATURE COMPENSATED TO 20°C.

## SHIPS STAMP

OVERTIME CHARGES	
TIME STARTED:	TIME ENDED:
RATE PER HOUR	NO. OF HOURS
TOTAL IN DOLLARS	
\$	
\$	
TOTAL OVERTIME CHARGES:	
SUPPLIER'S REPRESENTATIVE:	
G.J. ROUX	

THE FUEL SUPPLIED IS IN CONFORMITY WITH REGULATIONS 14.1 OR 14.4 AND REGULATION 18.3 OF MARPOL ANNEX VI	RECEIVED ON BOARD THE ABOVE MENTIONED SEA SHIP FOR USE AS BUNKERS IN COMMERCIAL SHIPPING WITH A REPRESENTATIVE SAMPLE.
FOR: SHELL'S A REFINING PTY LTD	MASTER / CHIEF ENGINEER SIGN



3b Last Suppliers Contact Details:

Shell S.A. Refining  
P.O. Box 2231  
Cape Town, 8000  
Tel: +27 21 408 4911

3c Bunker Supplier in the US Gulf  
Bominflot Bunker Oil Corporation  
10777 Westheimer, Suite 955  
Houston, TX 77042  
Tel: (713) 952 5151



Bominflot Inc.  
10777 Westheimer, Suite 955  
Houston, TX 77042

Tel: (713) 952-5151  
Fax: (713) 977-1275  
[www.bominflot.net](http://www.bominflot.net)

**CONFIRMATION OF BUNKER SALE**

To: **LQM Petroleum Services Inc. (USA)**  
Attn: Barbara Van Geyzel  
Date: March 5, 2013

Thank you for your bunker nomination, details of which appear below. This transaction will be governed by our General Conditions of Sale and Delivery, effective from January 1, 2006, a copy of which is in your possession (\*). In respect of clause 18.1 thereof, Seller hereby elects governing law as that of the United States and/or General Maritime law.

Vessel: AVIONA IMO: 9592745  
Port: New Orleans, LA  
Requested delivery date: 3/10-14/2013  
Grade 1: IF380 cSt (RMG-380) ISO8217:2010, max sulfur 1%  
Quantity: 100 MT  
Price 1: \$700.00 MTW  
Grade 2: -  
Quantity 2: -  
Price 2: \$0.00  
Grade 3: \$0.00  
Quantity 3: \$0.00  
Price 3: \$0.00  
Agent: GAC/RUR  
Comments: Plus barging (\$8.87 per MT, minimum of \$9,575.00) + OOP fees if applicable.  
Payment Terms: In net cash without deduction, set-off or counterclaim by telegraphic transfer for irrevocable credit to seller's designated bank account within 30 calendar days of delivery date.  
For the account of: Master a/o Owner a/o Charterer a/o Operator a/o Manager a/o Vessel  
m/v: AVIONA a/o MUR Shipping RSA (Pty) Ltd

Delivery Charges: Effective May 1, 2008  
New Orleans harbor limits  
Flat Barging Rate : \$9,575 or \$8.87 per Metric Ton, whichever is greater.  
Plus any Out of Port charges if applicable.

South: Mile	75.9-56.0	\$4,860.00	North: Mile	120.1-140.0	\$5,345.00
	55.9-47.0	\$7,276.00		140.1-160.0	\$10,667.00
	46.9-26.0	\$12,146.00		160.1-180.0	\$16,010.00
	25.9-0.0	\$16,970.00		180.1-200.0	\$21,332.00
				200.1-235.0	\$28,502.00



Buyer's nominated agent is solely responsible for determining the bunker delivery location. Out of Port charges will be invoiced and are payable in full for the applicable delivery location ordered by the agent.

Laytime allowed at vessel based on 1 hour for each 157 / MT pumped, plus 4 hours free time. Demurrage charged at \$470.00 / hour. Failure of vessel to receive the full ordered quantity may incur pumpback charge based upon \$470.00 / hour (minimum \$2,975.00) and any applicable downgrading costs. (Effective May 1st, 2008).

Deliveries made in the "Industrial Canal" behind the locks will be made at the New Orleans harbor area charge, plus a lock fee of \$1,714.00. All barge standby time at the locks will be counted as laytime and charged at the applicable demurrage rate. (Effective May 1st, 2008).

Buyer's agent must provide Seller with minimum 48 hours advance notice of firm delivery time/place, in order to allow "on-time" delivery. During this 48-hour period, Seller may commence loading the barge at any time in order to accommodate public terminal dock availability. Where Seller does not receive minimum 48 hours advance notice of a change of delivery time/place, and barge has already commenced loading to meet the original delivery time, barge demurrage may be incurred. If barge has not already commenced loading, and new delivery schedule is set earlier than the original delivery time, Seller does not guarantee delivery at the requested time, and is not liable for any loss, direct or consequential, that may be incurred as a result of agent's failure to provide the required notice.

Unless otherwise stated above, products conform to the requirements of ISO 8217:2005 (E)

If product purchased under this agreement includes marine gas oil (dyed diesel fuel), buyer certifies that such product is being purchased for non-taxable use only.

Supplier declares that the fuel delivery is in conformity with regulations 14(1) or (4)(a) and 18(1) of MARPOL 73/78, Annex VI. The MARPOL sample will be taken by supplier at barge / truck manifold, or at the fixed shore connection (ex-pipe supplies), as applicable to the method of supply.

In accordance with the requirements of SOLAS regulation VI/5-1, a material safety data sheet (MSDS) for each type of product supplied will be handed to the receiving vessel personnel. This MSDS will comply with Annex 1 and Annex 2 of this regulation (effective July 1st, 2009).

This confirms our understanding of the bunker nomination discussed and agreed. In the case of a broker-arranged nomination, a copy of this confirmation shall be sent in its entirety by the broker to the Buyer. Please confirm Buyer's acceptance, reporting any errors/omissions by return. In absence of any written advice to the contrary, or where Buyer's confirmation materially differs from the details given above, Seller's confirmation will be binding on all parties and delivery will be effected in accordance with the applicable General Conditions of Sale and Delivery (\*).

(\*) Copy immediately available upon request, or via <http://www.bominflot.net/downloads/>

We thank you for this business.

Best regards,

Bominflot Inc., Houston

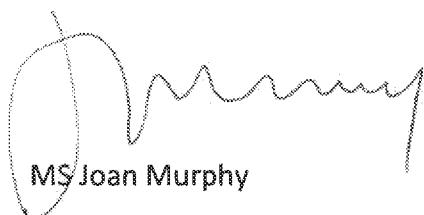
[marketing@bominbunkers.com](mailto:marketing@bominbunkers.com)



4 March 2013

I certify under penalty of law that the statements and information made herein are, to the best of my knowledge and belief, true and complete. I am aware that there are significant penalties for knowingly submitting false statements and information, including the possibility of fines and imprisonment pursuant to 18 U.S.C. § 1001.

for MUR Shipping BV



MS Joan Murphy

Operator

T +27 11 302 0082 / +27 10 003 3382

M +27 82 777 4403

[www.murship.com](http://www.murship.com)

MUR Shipping B.V.

Suite 226, Building 4, Gold & Diamond Park, Dubai | PO Box 262206, Jebel Ali, United Arab Emirates

T +971 4 341 5701 F +971 4 341 5904 E [ops.ae@murship.com](mailto:ops.ae@murship.com) | [chart.ae@murship.com](mailto:chart.ae@murship.com)

Dubai Branch No. 80045

**[www.murship.com](http://www.murship.com)**



**U.S. Environmental Protection Agency  
ELECTRONIC SIGNATURE AGREEMENT**

In accepting the electronic signature credential issued by the U.S. Environmental Protection Agency (EPA) to sign electronic documents submitted to EPA's Central Data Exchange (CDX), and as a representative for:

**Electronic Signature Holder Company Information**

Organization Name:	MUR Shipping BV
Address:	P.O. Box 8370
City, State, Zip:	Johannesburg, AL 2000
Province:	
Country:	SF
Phone Number:	27100033382
E-mail Address:	ops.za@murship.com
Registrant's Name:	Ms Joan Murphy
CDX User Name:	MURSHIPBV

I, Joan Murphy  
(Name of Electronic Signature Holder)

- (1) Agree to protect the electronic signature credential, consisting of my Central Data Exchange (CDX) user identification and password, from use by anyone except me. Specifically, I agree to maintain the secrecy of the password; I will not divulge or delegate my user name and password to any other individual; I will not store my password in an unprotected location; and I will not allow my password to be written into computer scripts to achieve automated login.
- (2) Agree to contact the U.S. EPA CDX Help Desk at 1-888-890-1995 as soon as possible, but no later than 24 hours, after suspecting or determining that my user name and password have become lost, stolen or otherwise compromised.
- (3) I agree to notify CDX within ten working days if my duties change and I no longer need to interact with the CDX on behalf of my organization. I agree to make this notification by notifying the CDX Technical Support staff at 1-888-890-1995 or helpdesk@epa.gov.
- (4) Understand that I will be informed through my registered electronic mail (e-mail) address whenever my user identification or password have been modified.
- (5) Understand that CDX reports the last date my user identification and password were used immediately after successfully logging into CDX.
- (6) Understand and agree that I will be held as legally bound, obligated, and responsible for the use of my electronic signature as I would be using my hand-written signature.
- (7) Understand that whenever I electronically sign and submit an electronic document to the CDX, I will receive an e mail at my registered e mail address; This e-mail will inform me that a submission has been made to CDX from my user account and will contain instructions to view information regarding the submission, including my Copy of Record (CoR).
- (8) Agree that if I receive an e mail notification for any activity that I do not believe that I performed, I will notify the CDX Help Desk as soon as possible, but no later than 24 hours, after receipt.
- (9) Agree to contact the CDX Help Desk if I do not receive an e mail notification within 5 business days for any electronically signed submission using my credentials.
- (10) Agree to report, within 24 hours of discovery, any evidence of discrepancy between any electronic document I have signed and submitted and what the CDX has received from me by contacting the CDX or service Help Desk.
- (11) Agree to notify the EPA if I cease to represent the regulated entity specified above as signatory of that organization's electronic submissions by contacting the CDX Help Desk as soon as this change in relationship occurs and to sign a surrender certification at that time.
- (12) Agree to retain a copy of this signed agreement as long as I continue to represent the regulated entity specified above as signatory of the company's electronic submissions.
- (13) Certify I have the authority to enter into this Agreement on behalf of the Organization identified above, and I am a signatory authorized to represent that Organization, and I am able to sign and submit reports and other information on behalf of that Organization in the capacity required by statute and/or regulation.
- (14) Certify that by signing and submitting this agreement, I have read, understand, and accept the terms and conditions of this electronic signature agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this agreement and I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Name of electronic signature holder:

Ms Joan Murphy

*for E. on behalf of Mur Shipping BV*

Signature:

*[Handwritten Signature]*

Date:

*04/03/2013*